

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GREGORY ALAN FOSTER,

Plaintiff,

v.

PUMA NORTH AMERICA, INC.;  
MB1 ENTERPRISES LLC;  
MELO LAFRANCE BALL;  
BIG BALLER BRAND, INC.;  
LAVAR BALL;  
TINA BALL; and  
DOES 1 through 10, inclusive,

Defendants.

Case No. 2:23-cv-9372-FLA-SK

**STIPULATED  
PROTECTIVE ORDER**

**1. A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth  
2 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective  
3 Order does not entitle them to a file confidential information under seal; Civil Local  
4 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
5 be applied when a party seeks permission from the court to file material under seal.

6 **B. GOOD CAUSE STATEMENT**

7 This action is likely to involve trade secrets, customer and pricing lists, and  
8 other valuable research, development, commercial, financial, technical and/or  
9 proprietary information for which special protection from public disclosure and  
10 from use for any purpose other than prosecution of this action is warranted. Such  
11 confidential and proprietary materials and information consist of, among other  
12 things, confidential business or financial information, information regarding  
13 confidential business practices, or other confidential research, development, or  
14 commercial information (including information implicating privacy rights of third  
15 parties), information otherwise generally unavailable to the public, or which may be  
16 privileged or otherwise protected from disclosure under state or federal statutes,  
17 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
18 information, to facilitate the prompt resolution of disputes over confidentiality of  
19 discovery materials, to adequately protect information the parties are entitled to keep  
20 confidential, to ensure that the parties are permitted reasonable necessary uses of  
21 such material in preparation for and in the conduct of trial, to address their handling  
22 at the end of the litigation, and serve the ends of justice, a protective order for such  
23 information is justified in this matter. It is the intent of the parties that information  
24 will not be designated as confidential for tactical reasons and that nothing be so  
25 designated without a good faith belief that it has been maintained in a confidential,  
26 non-public manner, and there is good cause why it should not be part of the public  
27 record of this case.  
28

1     **2. DEFINITIONS**

2             2.1     Action: this pending federal lawsuit.

3             2.2     Challenging Party: a Party or Non-Party that challenges the  
4 designation of information or items under this Order.

5             2.3     “CONFIDENTIAL” Information or Items: information (regardless of  
6 how it is generated, stored, or maintained) or tangible things that qualify for  
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
8 the Good Cause Statement.

9             2.4     “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
10 Items: Extremely sensitive “Confidential Information or Items” which would create  
11 a substantial risk of serious harm if it were disclosed to another Party or Non-Party.

12            2.5     Counsel (without qualifier): Outside Counsel of Record and House  
13 Counsel (as well as their support staff).

14            2.6     Designating Party: a Party or Non-Party that designates information  
15 or items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

17            2.7     Disclosure or Discovery Material: all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced  
20 or generated in disclosures or responses to discovery in this matter.

21            2.8     Expert: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
23 an expert witness or as a consultant in this Action.

24            2.9     House Counsel: attorneys who are employees of a party to this Action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

27            2.10    Non-Party: any natural person, partnership, corporation, association,  
28 or other legal entity not named as a Party to this action.

1           2.11 Outside Counsel of Record: attorneys who are not employees of a  
2 party to this Action but are retained to represent or advise a party to this Action and  
3 have appeared in this Action on behalf of that party or are affiliated with a law firm  
4 which has appeared on behalf of that party, including support staff.

5           2.12 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10          2.14 Professional Vendors: persons or entities that provide litigation  
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          2.15 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
16 ONLY.”

17          2.16 Receiving Party: a Party that receives Disclosure or Discovery  
18 Material from a Producing Party.

19       **3. SCOPE**

20           The protections conferred by this Stipulation and Order cover not only  
21 Protected Material (as defined above), but also (1) any information copied or  
22 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
23 compilations of Protected Material; and (3) any testimony, conversations, or  
24 presentations by Parties or their Counsel that might reveal Protected Material.

25           Any use of Protected Material at trial shall be governed by the orders of the  
26 trial judge. This Order does not govern the use of Protected Material at trial.  
27  
28

1     **4. DURATION**

2           Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a Designating Party agrees  
4 otherwise in writing or a court order otherwise directs. Final disposition shall be  
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
6 or without prejudice; and (2) final judgment herein after the completion and  
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
8 including the time limits for filing any motions or applications for extension of time  
9 pursuant to applicable law.

10    **5. DESIGNATING PROTECTED MATERIAL**

11       5.1   Exercise of Restraint and Care in Designating Material for Protection.

12    Each Party or Non-Party that designates information or items for protection under  
13 this Order must take care to limit any such designation to specific material that  
14 qualifies under the appropriate standards. The Designating Party must designate for  
15 protection only those parts of material, documents, items, or oral or written  
16 communications that qualify so that other portions of the material, documents,  
17 items, or communications for which protection is not warranted are not swept  
18 unjustifiably within the ambit of this Order.

19       Mass, indiscriminate, or routinized designations are prohibited. Designations  
20 that are shown to be clearly unjustified or that have been made for an improper  
21 purpose (e.g., to unnecessarily encumber the case development process or to impose  
22 unnecessary expenses and burdens on other parties) may expose the Designating  
23 Party to sanctions.

24       If it comes to a Designating Party's attention that information or items that it  
25 designated for protection do not qualify for protection, that Designating Party must  
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

27       5.2   Manner and Timing of Designations. Except as otherwise provided in  
28 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
2 under this Order must be clearly so designated before the material is disclosed or  
3 produced. Nothing in this Order shall prevent a Designating Party from using and  
4 disclosing its Protected Material in any way. Nothing in this Order shall restrict any  
5 Counsel from advising their client with respect to this action and from relying in a  
6 general way upon an examination of information designated pursuant to this Order  
7 in giving such advice; provided, however, that in giving such advice and  
8 communicating with the client, Counsel shall not disclose the substance or contents  
9 of any “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information except to  
10 persons permitted such access under this Order.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
16 (hereinafter “CONFIDENTIAL legend”), to each page that contains protected  
17 material. If only a portion or portions of the material on a page qualifies for  
18 protection, the Producing Party also must clearly identify the protected portion(s)  
19 (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for  
21 inspection need not designate them for protection until after the inspecting Party has  
22 indicated which documents it would like copied and produced. During the  
23 inspection and before the designation, all of the material made available for  
24 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
25 identified the documents it wants copied and produced, the Producing Party must  
26 determine which documents, or portions thereof, qualify for protection under this  
27 Order. Then, before producing the specified documents, the Producing Party must  
28 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.

1 If only a portion or portions of the material on a page qualifies for protection, the  
2 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
3 appropriate markings in the margins).

4 (b) for interrogatory answers and responses to requests for admissions,  
5 in answering any interrogatory or request for admission, or any part, a Party may  
6 designate its answer as “CONFIDENTIAL” or “CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY” by affixing the legend “CONFIDENTIAL” or  
8 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such “CONFIDENTIAL” or  
9 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” answers shall be made on  
10 separate pages from any other answers or portions that are not designated as  
11 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

12 (c) for testimony given in depositions, any Party or Non-Party giving  
13 deposition testimony may obtain “CONFIDENTIAL” or “CONFIDENTIAL –  
14 ATTORNEYS’ EYES ONLY” treatment by designating the testimony that is  
15 claimed to be “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
16 ONLY” during the course of that testimony. The reporter shall separately transcribe  
17 and bind the testimony so designated as “CONFIDENTIAL” and  
18 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and shall mark the face of the  
19 separate bound transcript with the term “CONFIDENTIAL” or “CONFIDENTIAL  
20 – ATTORNEYS’ EYES ONLY.” During the course of deposition testimony, if any  
21 Party or Non-Party reasonably believes that the answer to a question will result in  
22 the disclosure of “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEYS’ EYES  
23 ONLY” information, all persons must be excluded from the room in which the  
24 deposition testimony is given, except those persons entitled to receive such  
25 information pursuant to paragraphs 7.2 and 7.3. Unless previously designated as  
26 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” all  
27 transcripts of deposition testimony, any related exhibits, and all information  
28 adduced in deposition, shall be treated as “CONFIDENTIAL – ATTORNEYS’



1 EYES ONLY” in their entirety for a period of fourteen (14) calendar days after  
2 receipt of the transcript by Counsel for the Designating Party. Within that fourteen  
3 (14) calendar day period, the Designating Party may designate information  
4 contained in the transcript(s) and/or exhibit(s) as “CONFIDENTIAL” or  
5 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” (whether or not previously  
6 designated as such) by notifying all Parties in writing of the portions of the transcript  
7 or exhibit which contain such information. Each Party shall attach a copy of such  
8 written statement to the face page of the transcript or exhibit and to each copy in  
9 their possession, custody or control. These portions of the transcript or exhibits  
10 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
11 ONLY” shall be treated in accordance with the terms of this Protective Order. In  
12 addition, the provisions of Paragraph 5.2(e) for later designating transcripts or  
13 exhibits shall apply after the expiration of the fourteen (14) calendar day period  
14 described in this Paragraph 5.2(c).

15 (d) for information produced in some form other than documentary and  
16 for any other tangible items, that the Producing Party affix in a prominent place on  
17 the exterior of the container or containers in which the information is stored the  
18 legend “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY.” If only a portion or portions of the information warrants protection, the  
20 Producing Party, to the extent practicable, shall identify the protected portion(s).

21 (e) Except as otherwise provided in this Protective Order, the Receiving  
22 Party shall not reveal any information produced for a period of seven (7) calendar  
23 days following receipt. Failure to designate a document, thing or other information  
24 as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in  
25 accordance with this Protective Order shall not preclude any Party or Non-Party  
26 desiring to so designate the document, thing or information from so designating  
27 thereafter; provided that after discovering any omission of marking, the Party or  
28 Non-Party promptly and in good faith marks the document, thing or other



1 information and makes a written request that each Receiving Party so mark and treat  
2 the document, thing or other information in accordance with this Protective Order.  
3 Thereafter, the document, thing or other information shall be fully subject to this  
4 Protective Order. No Party shall incur liability for any disclosures made prior to  
5 notice of such designation, except to the extent that any such disclosures occurred  
6 prior to the time periods proscribed by this Protective Order, including the time  
7 periods provided in Paragraph 5.2(c).

8       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive  
10 the Designating Party's right to secure protection under this Order for such material.  
11 Upon timely correction of a designation, the Receiving Party must make reasonable  
12 efforts to assure that the material is treated in accordance with the provisions of this  
13 Order.

## 14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
16 designation of confidentiality at any time that is consistent with the Court's  
17 Scheduling Order.

18       6.2 Meet and Confer. The Challenging Party Shall initiate the dispute  
19 resolution process under Civil Local Rule 37-1 et seq.

20       6.3 The burden of persuasion in any such challenge proceeding shall be on  
21 the Designating Party. Frivolous challenges, and those made for an improper  
22 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
23 parties), may expose the Challenging Party to sanctions. Unless the Designating  
24 Party has waived or withdrawn the confidentiality designation, all parties shall  
25 continue to afford the material in question the level of protection to which it  
26 is entitled under the Producing Party's designation until the Court rules on the  
27 challenge.  
28

1     **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2             7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under  
6 the conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of Section 13 below (FINAL  
8 DISPOSITION).

9             Protected Material must be stored and maintained by a Receiving Party at  
10 a location and in a secure manner that ensures that access is limited to the  
11 persons authorized under this Order.

12            7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

16               (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
17 well as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19               (b) the officers, directors, and employees (including House Counsel) of  
20 the Receiving Party to whom disclosure is reasonably necessary for this Action;

21               (c) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this Action and who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24               (d) the Court and its personnel;

25               (e) court reporters and their staff;

26               (f) professional jury or trial consultants, mock jurors, and Professional  
27 Vendors to whom disclosure is reasonably necessary for this Action and who have  
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise order by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record and their employees to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts (as defined in the Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

(c) the Court, jury, and court personnel;

(d) court reporters and their staff;

(e) professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a

1 custodian or other person who otherwise possessed or knew the information;

2 (g) during their depositions, the Designating Party; and

3 (h) any mediator who is assigned to hear this matter, and his or her staff,  
4 subject to their agreement to maintain confidentiality to the same degree as required  
5 by this Protective Order.

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
7 **PRODUCED IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that  
11 Party must:

12 (a) promptly notify in writing the Designating Party. Such notification  
13 shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order  
15 to issue in the other litigation that some or all of the material covered by the  
16 subpoena or order is subject to this Protective Order. Such notification shall include  
17 a copy of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be  
19 pursued by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with  
21 the subpoena or court order shall not produce any information designated in this  
22 action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
23 ONLY” before a determination by the court from which the subpoena or order  
24 issued, unless the Party has obtained the Designating Party’s permission. The  
25 Designating Party shall bear the burden and expense of seeking protection in that  
26 court of its confidential material, and nothing in these provisions should be  
27 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
28 a lawful directive from another court.

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
 2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a  
 4 Non-Party in this Action and designated as “CONFIDENTIAL” or  
 5 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced  
 6 by Non-Parties in connection with this litigation is protected by the remedies and  
 7 relief provided by this Order. Nothing in these provisions should be construed as  
 8 prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to  
 10 produce a Non-Party’s confidential information in its possession, and the Party is  
 11 subject to an agreement with the Non-Party not to produce the Non-Party’s  
 12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party  
 14 that some or all of the information requested is subject to a confidentiality agreement  
 15 with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated  
 17 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
 18 specific description of the information requested; and

19 (3) make the information requested available for inspection by the Non-  
 20 Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this Court within  
 22 14 days of receiving the notice and accompanying information, the Receiving Party  
 23 may produce the Non-Party’s confidential information responsive to the discovery  
 24 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
 25 not produce any information in its possession or control that is subject to the  
 26 confidentiality agreement with the Non-Party before a determination by the Court.  
 27 Absent a court order to the contrary, the Non-Party shall bear the burden and  
 28 expense of seeking protection in this Court of its Protected Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
7 or persons to whom unauthorized disclosures were made of all the terms of this  
8 Order, and (d) request such person or persons to execute the “Acknowledgment and  
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other protection,  
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
16 procedure may be established in an e-discovery order that provides for production  
17 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
18 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
19 communication or information covered by the attorney-client privilege or work  
20 product protection, the parties may incorporate their agreement in the stipulated  
21 protective order submitted to the Court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Relief. Nothing in this Order abridges the right of any person  
24 to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order, no Party waives any right it otherwise would have to object to  
27 disclosing or producing any information or item on any ground not addressed in this  
28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2       12.3 Filing Protected Material. A Party that seeks to file under seal any  
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
4 may only be filed under seal pursuant to a court order authorizing the sealing of the  
5 specific Protected Material at issue. If a Party's request to file Protected Material  
6 under seal is denied by the court, then the Receiving Party may file the information  
7 in the public record unless otherwise instructed by the court.

8 **13. FINAL DISPOSITION**

9       After the final disposition of this Action, as defined in Section 4  
10 (DURATION), within 60 days of a written request by the Designating Party, each  
11 Receiving Party must return all Protected Material to the Producing Party or destroy  
12 such material. As used in this subdivision, "all Protected Material" includes all  
13 copies, abstracts, compilations, summaries, and any other format reproducing or  
14 capturing any of the Protected Material. Whether the Protected Material is returned  
15 or destroyed, the Receiving Party must submit a written certification to the  
16 Producing Party (and, if not the same person or entity, to the Designating Party) by  
17 the 60 day deadline that (1) identifies (by category, where appropriate) all the  
18 Protected Material that was returned or destroyed; and (2) affirms that the Receiving  
19 Party has not retained any copies, abstracts, compilations, summaries, or any other  
20 format reproducing or capturing any of the Protected Material. Notwithstanding this  
21 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
22 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
23 deposition and trial exhibits, expert reports, attorney work product, and consultant  
24 and expert work product, even if such materials contain Protected Material. Any  
25 such archival copies that contain or constitute Protected Material remain subject to  
26 this Protective Order as set forth in Section 4 (DURATION).

27 14. Any violation of this Order may be punished by any and all appropriate  
28 measures including, without limitation, contempt proceedings and/or



monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: April 2, 2024 LAW OFFICE OF RAYMOND BRENNEMAN

By: /s/ Raymond E. Brenneman

Raymond E. Brenneman

*Attorneys for Plaintiff Gregory Alan Foster*

Dated: April 2, 2024 QUARLES & BRADY LLP

By: /s/ Sarah G. Odegaard

Sarah G. Odegaard (CA Bar No. 262931)

Johanna Wilbert (*pro hac vice*)

*Attorneys for Defendant  
PUMA North America, Inc.*

Dated: April 2, 2024 PRYOR CASHMAN LLP

By: /s/ Felicity S. Kohn

Benjamin S. Akley (CA Bar No. 278506)

Brad D. Rose (*pro hac vice*)

Felicity S. Kohn (*pro hac vice*)

*Attorneys for Defendants MBI Enterprises LLC, and  
LaMelo Ball*

Dated: April 2, 2024 THE COCHRAN FIRM – CALIFORNIA

By: /s/ James A. Bryant

James A. Bryant

*Attorney for Defendant LaVar Ball*

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2  
3 DATED: April 11, 2024

A handwritten signature in blue ink, appearing to read "Steve Kim", is written over a horizontal line.

Honorable Steve Kim  
United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of *Foster v. Puma North America, Inc. et al*, 2:23-cv-9372-  
**FLA-SK**. I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order, and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly  
 promise that I will not disclose in any manner any information or item that is subject  
 to this Stipulated Protective Order to any person or entity except in strict compliance  
 with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print  
 or type full name] of \_\_\_\_\_ [print or type  
 full address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_